

## LAMAR INSTITUTE OF TECHNOLOGY

### Invitation for Bid

*Title: UltraSense EC Large Gloves #USE-880*

**Requisition No: 16052**

DELIVERY DESTINATION
<b>Lamar Institute of Technology</b> 855 E Lavaca Beaumont, Texas 77705
AGENCY TO INVOICE
<b>Lamar Institute of Technology</b> P. O. Box 10043 Beaumont, Texas 77710

<b><i>BID DUE DATE AND TIME: 3:00 p.m. CDT TUESDAY, May 10, 2016</i></b>
<b><i>RETURN QUOTE TO:</i></b>  QUOTES MUST BE HAND DELIVERED TO LAMAR INSTITUTE OF TECHNOLOGY BOOTH At the 2016 Doing Business Texas Style Spot Bid Fair in Irving, Texas. FAXED, MAILED, OR LATE BIDS WILL NOT BE CONSIDERED.
<b><i>PURCHASING CONTACT:</i></b> Lamar Institute of Technology Sheryll Plaia, Purchaser 409-839-2021 sheryll@lit.edu

**IF NOT BIDDING, DO NOT RETURN THIS FORM.**  
**BIDDER AGREES TO COMPLY WITH ALL TERMS**  
**& CONDITIONS OF THIS IFB**

**WHEN BIDDING:**

Each bid must be placed in a separate sealed envelope and clearly marked "SEALED BID" and with the bid opening date, requisition number, and bid title immediately below the return address on the SEALED BID ENVELOPE.

**BID DUE DATE AND TIME:**

3:00 p.m. CDT Tuesday, May 10, 2016

**IF BIDDING HAND DELIVER SEALED BIDS TO:**

LAMAR INSTITUTE OF TECHNOLOGY  
BOOTH AT THE 2016  
Doing Business Texas Style Spot Bid Fair  
The Irving Convention Center  
500 West Las Colinas, Irving, Texas 75039  
ATT: Sheryll Plaia, Purchaser

BID OPENING: 3:00 p.m. CDT 05/10/2016

**REQUISITION NO: 16052**

BID TITLE: UltraSense EC Large Gloves  
#USE-880  
NIGP CLASS CODE(S): 475-41  
BUYER: Sheryll Plaia  
BUYER TELEPHONE NO.: 409-839-2041  
BUYER EMAIL: [sheryll@lit.edu](mailto:sheryll@lit.edu)

**BIDDER MUST SIGN BELOW:**

FAILURE TO SIGN WILL DISQUALIFY BID

\_\_\_\_\_  
AUTHORIZED SIGNATURE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
Printed Name of Authorized Signee

By signing this bid, bidder certifies that if a Texas address is shown as the address of the bidder, bidder qualifies as a Texas Bidder as defined in 34 TAC Rule 20.32(68).

By signing this bid, bidder agrees to comply with all LIT terms and conditions which are attached and part of this bid. The laws of the State of Texas must prevail on all solicitations.

**VENDOR NAME AND ADDRESS:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**VENDOR FEDERAL EIN:** \_\_\_\_\_

AN IDENTIFICATION NUMBER IS REQUIRED TO PROCESS PAYMENT FOR GOODS/SERVICES PURCHASED AGAINST PURCHASE ORDER.

THE FEDERAL EMPLOYERS IDENTIFICATION NUMBER (EIN) WILL BE USED TO ESTABLISH A PAYEE ID NUMBER.

Every vendor MUST have an EIN prior to receiving payment under an issued Purchase Order. This is being required in an effort to minimize identity theft. For information on obtaining your EIN, you may call the IRS at 800-829-4933 or visit the following web site: <http://www.irs.gov/businesses/>

CHECK HERE IF YOU ARE A SOLE OWNERSHIP OR PARTNERSHIP ☐



## LAMAR INSTITUTE OF TECHNOLOGY

### REQUEST FOR BID

ITEM TO BID as listed below, brand specific, no substitutions, freight/shipping and handling to be listed.

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ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENSION
1.	UltraSense EC Large Gloves #USE-880  100 gloves per box, 10 boxes per case	3	CASE		
2.	IF APPLICABLE- Shipping & Handling FOB Destination	1	LOT		

**IMPORTANT NOTES AND INFORMATION:**

Freight on board destination. NO SUBSTITUTIONS for any items.

ANY changes or modifications to this bid form may result in disqualification.

Lamar Institute of Technology has the option of rejecting any and or all bids.

NO faxes and no emails accepted –must be sealed and hand delivered before bid opening date and time.

## **PREFERENCES**

See Section 2.38 of the State of Texas Procurement Manual regarding preferences.

Check below to claim a preference under 34 TAC Rule 20.38

- ☐ Goods produced or offered by a Texas bidder that is owned by a Texas resident service-disabled veteran
- ☐ Goods produced or offered by a Texas bidder that is not owned by a Texas resident service-disabled veteran
- ☐ Agricultural products grown in Texas
- ☐ Agricultural products offered by a Texas bidder
- ☐ Services offered by a Texas bidder that is owned by a Texas resident service-disabled veteran
- ☐ Texas vegetation native to the region
- ☐ USA produced supplies, materials or equipment
- ☐ Products of persons with mental or physical disabilities
- ☐ Products made of recycled, remanufactured, or environmentally sensitive materials including recycled steel
- ☐ Energy efficient products
- ☐ Rubberized asphalt paving material
- ☐ Recycled motor oil and lubricants
- ☐ Products produced at facilities located on formerly contaminated property
- ☐ Products and services from economically depressed or blighted areas
- ☐ Vendors that meet or exceed air quality standards
- ☐ Recycled or reused computer equipment or other manufacturers
- ☐ Foods of higher nutritional value

## **NONDISCRIMINATION**

In their execution of this agreement, all contractors, subcontractors, their respective employees, and others acting by or through them shall comply with all federal and state policies and laws prohibiting discrimination, harassment, and sexual misconduct. Any breach of this covenant may result in termination of this agreement.

## **INVITATION TO BID**

IN COMPLIANCE WITH THIS INVITATION TO BID, AND SUBJECT TO ALL THE CONDITIONS HEREIN, THE UNDERSIGNED OFFERS AND AGREES TO FURNISH ANY AND ALL COMMODITIES OR SERVICES AT THE PRICES QUOTED.

BY SIGNATURE HERON, THE OFFERER HEREBY CERTIFIES THAT HE/SHE IS NOT CURRENTLY DELINQUENT IN PAYMENT OF ANY FRANCHISE TAXES OWED THE STATE OF TEXAS UNDER CHAPTER 11, TAX CODE.

BY EXECUTING THIS OFFER, OFFERER AFFIRMS THAT HE/SHE HAS NOT GIVEN, OFFERED OR INTENDS TO GIVE ANY TIME HEREFTER, ANY ECONOMIC OPPORTUNITY, FUTURE EMPLOMENT, GIFT LOAN, GRATUITY, SPECIAL DISCOUNT, TRIP, FAVOR, OR SERVICE TO PUBLIC SERVANT IN CONNECTION WITH THE SUBMITTED OFFER. FAILURE TO SIGN THE OFFER, OR SIGNING IT WITH A FALSE STATEMENT, SHALL VOID THE SUBMITTED OFFER OR ANY RESULTING CONTRACTS, AND THE OFFERER SHALL BE REMOVED FROM ALL PROPOSAL LISTS.

BY THE SIGNATURE HEREON AFFIXED, THE OFFERER HEREBY CERTIFIES THAT NEITHER THE OFFERER OR THE FIRM, CORPORATIONS, OR INSTITUTION HAS VIOLATED THE ANTITRUST LAWS OF THIS STATE, CODIFIED IN SECTION 15.01 ET. SEQ. TEXAS BUSINESS AND COMMERCE CODE, OR THE FEDERAL ANTITRUST LAWS, NOR COMMUNICATED DIRECTLY OR INDIRECTLY THE OFFER MADE TO ANY COMPETITOR OR ANY OTHER PERSON ENGAGED IN SUCH LINE OF BUSINESS. BY SIGNING THIS OFFER, OFFERER CERTIFIES THAT IF A TEXAS ADDRESS IS SHOWN AS THE ADDRESS OF THE OFFERER, QUALIFIED AS A TEXAS RESIDENT PROPOSER AS DEFINED IN RULE 1 TAC 113.8.

"UNDER SECTION 231.006, FAMILY CODE, THE VENDOR OR APPLICANT CERTIFIES THAT THE INDIVIDUAL OR BUSINESS ENTITY NAMED IN THIS CONTRACT, BID, OR APPLICATION IS NOT INELIGIBLE TO RECEIVE THE SPECIFIED GRANT, LOAN, OR PAYMENT AND ACKNOWLEDGES THAT THIS CONTRACT MAY BE TERMINATED AND PAYMENT MAY BE WITHHELD IF THIS CERTIFICAITON IS INACCURATE"

COMPANY: \_\_\_\_\_

HUB Provider? \_\_\_\_\_ HUB Type: \_\_\_\_\_  
Yes or No

ADDRESS: \_\_\_\_\_  
Street or PO Box City State Zip Code

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_  
(ink)

NAME: \_\_\_\_\_ Title: \_\_\_\_\_

PHONE: \_\_\_\_\_ FAX: \_\_\_\_\_

EMAIL: \_\_\_\_\_

TERMS AND CONDITIONS: ITEMS BELOW APPLY TO AND BECOME A PART OF BID  
ANY EXCEPTIONS THERETO MUST BE IN WRITING

I. BIDDING REQUIREMENTS

1.1 Bidders must price per unit shown. Unit prices shall govern in the event of extension errors.

1.2 Bids should be submitted on this form. Bids must be time stamped at Lamar Institute of Technology (LIT) on or before the hour and date specified for the bid opening.

1.3 Late and/or unsigned bids will not be considered under any circumstances. Persons signing bid must have the authority to bind the firm in a contract.

1.4 Bid prices are requested to be firm for LIT acceptance for 60 days from bid opening date. "Discount from list" bids are not acceptable unless requested. Cash discounts are not considered in determining an award. Cash discounts offered will be taken if earned.

1.5 Bids should give Payee ID Number, full firm name and address of bidder on the face of this form.

Enter in the space provided, if not shown. Additionally, firm name should appear on each continuation page of a bid, in the block provided in the upper right hand corner. The Payee ID number is the taxpayer number assigned and used by the Comptroller of Public Accounts of Texas. If this number is not known, complete the following:

Enter Federal Employers Identification Number

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Sole owner should also enter Social Security Number

--

1.6 Bid cannot be altered or amended after opening time. Alterations made before opening should be initialed by bidder or his authorized agent. No bid can be withdrawn after opening time without approval by LIT based on an acceptable written reason.

1.7 Purchases made for State use are exempt from the State Sales tax and Federal Excise tax. Do not include tax in bid. Excise tax Exemption Certificates are available upon request.

1.8 The State reserves the right to accept or reject all or any part of any kind, waive minor technicalities and award the bid to best serve the interests of the State.

1.9 Consistent and continued tie bidding could cause rejection of bids by LIT and/or investigation for antitrust violations.

2. SPECIFICATIONS

2.1 Catalogs, brand names, or manufacturer's references are descriptive only, and indicate type and quality desired. Bids on brands of like nature and quality will be considered unless advertised under

Government Code, Title 10, Subtitle D, Section 2155.067. If bidding on other than references, bid should show manufacturer, brand or trade name, and other description of product offered. If other than brand(s) specified offered, illustrations and complete description of product offered are requested to be made part of the bid. Failure to take exception to specifications or reference date will require bidder to furnish specified brand names, numbers, etc.

2.2 Unless otherwise specified, items shall be new and unused and of current production.

2.3 All electrical items must meet all applicable OSHA standards and regulations, and bear the appropriate listing from UL, FMRC, or NEMA.

2.4 Samples, when requested, must be furnished free of expense to LIT. If not destroyed in examination, they will be returned to the bidder, on request, at bidder's expense. Each sample should be marked with bidder's name and address, and requisition number. Do not enclose in or attach bid to sample.

2.5 LIT will not be bound by any oral statement or representation to the contrary to the written specifications of this invitation for Bids (IFB).

2.6 Manufacturer's standard warranty shall apply unless otherwise stated in the IFB.

### 3. TIE BIDS

3.1 Awards will be made in accordance with Rule 1 TAC Section 113.6 (b) (3) and 113.8 (preferences).

### 4. DELIVERY

4.1 Show number of days required to place material in receiving agency's designated location under normal conditions. Delivery days means calendar days, unless otherwise specified. Failure to state delivery time obligates bidder to deliver in 14 calendar days. Unrealistic delivery promises may cause bid to be disregarded.

4.2 If delay is foreseen, vendor shall give written notice to LIT. Vendor must keep LIT advised at all times of status of order. Default promised delivery (without accepted reasons) or failure to meet specifications authorizes LIT to purchase supplies elsewhere and charge full increase, if any, in cost and handling to defaulting vendor.

4.2.1 No substitutions permitted without written approval of LIT.

4.3 Delivery shall be made during normal working hours only, unless prior approval has been obtained from LIT.

### 5. INSPECTION AND TESTS

All goods will be subject to inspection and test by LIT. Authorized LIT personnel shall have access to supplier's place of business for the purpose of inspecting merchandise. Tests shall be performed on samples submitted with the bid or on samples taken from regular shipment. All costs shall be borne by the vendor in the event products tested fail to meet or exceed all conditions and requirements of the specification. Goods delivered and rejected in whole or in part may, at LIT's option, be returned to the vendor or held for disposition at vendor's expense. Latent defects may result in revocation of acceptance.

## 6. AWARD OF CONTRACT

A response to this IFB is an offer to contract based upon the terms, conditions and specifications contained herein. Bids do not become contracts until they are accepted through an open market purchase order. The contract shall be governed, construed and interpreted under the laws of the State of Texas as the same may be amended from time to time. The factors listed in Texas Government Code, Title 10, Subtitle D, Section 2155.074, 2155.144, 2156.007, 2157.003 shall also be considered in making an award when specified. Any legal actions must be filed in Jefferson County, Texas.

## 7. PAYMENT

Vendor shall submit an itemized invoice showing LIT order number and requisition number. LIT will incur no penalty for late payment if payment is made in 30 or fewer days from receipt of goods or services and an uncontested invoice. For restrictions regarding prepayment, see section 11, below.

## 8. PATENTS OR COPYRIGHTS

The vendor agrees to protect the State from claims involving infringement of patents or copyrights.

## 9. VENDOR ASSIGNMENTS

Vendor hereby assigns to LIT any and all claims for overcharges associated with this contract arising under the antitrust laws of the United States 15 U.S.C.A. Section 1, et seq. (1973), and the antitrust laws of the State of Texas, TEX. Bus. & Comm. Code Ann. Sec. 15.01, et seq. (1967). Inquiries pertaining to IFBs must give the requisition number, codes, and opening date.

## 10. BIDDER AFFIRMATION

Signing this bid with a false statement is a material breach of contract and shall void the submitted bid or any resulting contracts, and the bidder shall be removed from all bid lists. By signature hereon affixed, the bidder hereby certifies that:

10.1 The bidder has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted bid.

10.2 The bidder is not currently delinquent in the payment of any franchise tax owed to the State of Texas.

10.3 Neither the bidder nor the firm, corporation, partnership, or institution represented by the bidder, or anyone acting for such firm, corporation or institution has violated the antitrust laws of this State or the Federal Antitrust Laws (see section 9, above) nor communicated directly or indirectly the bid made to any competitor or any other person in such line of business.

10.4 The bidder has not received compensation for participation in the preparation of the specifications for this IFB.

10.5 Under Section 231.006, Family Code (relating to child support), the bidder certifies that the individual or business entity named in this bid is not ineligible to receive the specified payment and



acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate.

10.6 Bid must include names and Social Security Numbers of each person with at least 25% ownership of the business entity submitting the bid. Bidders that have pre-registered this information on the GSC Centralized Masters Bidders List have satisfied this requirement. If not pre-registered, attach name and social security number for each person.

10.7 Under Section 2155.004 Government Code (relating to collection of state and local sales and use taxes) the bidder certifies that the individual or business entity named in this bid is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and/or payment may be withheld if this certification is inaccurate.

10.8 The Contractor shall defend, indemnify, and hold harmless the State of Texas, all of its officers, agents and employees from and against all claims, actions, suits, demands, proceedings, costs, damages, and liabilities, arising out of, connected with, or resulting from any acts or omissions of contractor or any agent, employee, subcontractor, or supplier of contractor in the execution or performance of this contract.

10.9 Bidder agrees that any payments due under this contract will be applied towards any debt, including but not limited to delinquent taxes and child support that is owed to the State of Texas.

10.10 Bidder certifies that they are in compliance with section 618.001 of the Government Code, relating to contracting with executive head of a State Agency. If Section 618.001 applies, bidder will complete the following information in order for the bid to be evaluated.

Name of Former executive:

Name of State Agency:

Date of Separation from State Agency:

Position with Bidder:

Date of Employment with Bidder:

10.11 Bidder agrees to comply with Government Code 2155.4441, pertaining to the service contract use of products produced in the State of Texas.

10.12 Bidder agrees that all contractors, subcontractors, their respective employees, and others acting by or through them shall comply with all federal and state policies and laws prohibiting discrimination, harassment, and sexual misconduct. Any breach of this covenant may result in disqualification of the bid.

10.13 Bidder certifies and ensures that it utilizes and will continue to utilize, the U.S. Department of Homeland Security's E-Verify system to determine the eligibility of all persons employed to perform duties within Texas, and all persons (including subcontractors) assigned by the Respondent to perform work pursuant to the bid, within the United States of America. If this certification is falsely made, it may result in disqualification of the bid, at the discretion of the state and at no fault to the state, with no

prior notification. The Contractor shall also be responsible for the costs of any re-solicitation that the state must undertake to replace the terminated Contract.

#### 11. NOTE TO BIDDER

Any terms and conditions attached to a bid will not be considered unless specifically referred to on this bid form and may result in disqualification of the bid.

The dispute resolution process provided in chapter 2260 of the Texas Government Code must be used by LIT and the contractor to attempt to resolve all disputes arising under this contract.